



Township of Fredon Recreation Facilities Use Packet

Attached is a Facility Use Packet, which includes a facility use application form, Pandemic Illness Waiver to be signed by all participants, information regarding use of Fredon Township recreation facilities, the Facilities Use and Allocation Policy, and supplemental forms.

After you have reviewed the packet, return your completed application, plan how Pandemic Illness protocol will be followed, Applicant Acknowledgement of Receipt of Pandemic Illness Waivers, along with a certificate of insurance as described and practice and game schedules and any fee, if applicable, to the recreation commission. All applicable fees shall be paid one week prior to the commencement of the period requested.

Please contact Debra Prommel at 973-383-7025, Ext. #21 deputyclerk@fredonnj.gov with any questions.

Thank you for your cooperation.

Township of Fredon
Recreation Commission

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INTRODUCTION

The Fredon Township Recreation Commission coordinates and issues permits for the use of athletic fields and the gymnasium for the Township of Fredon. The purpose of this policy is to outline procedures for the permitted use of Lodestar Park and the civic center facilities in the Township of Fredon and explain the facilities allocation policy.

Requests for use of the facilities are reviewed and allocated at the monthly Recreation Commission meetings. Requests for long term, seasonal use of the facilities will be reviewed and permitted in two, six-month periods from January through June and from July through December as sustainability allows. The Recreation Commission will monitor proper use of allocations and permits. Priority will be given to Fredon Township residents. The Township may charge to recover public costs to operate, maintain, supervise and administer the use of athletic fields and gymnasium. Submission of an Application and Agreement Request does not constitute approval.

Requests for additional use or programs not covered by the Allocation Policy should be addressed in writing to the Recreation Commission. The Recreation Commission will make any interpretation of language in the Fredon Facilities Use and Allocation Policy. An appeal to the Recreation Commission must be submitted in writing, with justification, within ten (10) working days from the decision.

DEFINITION OF TERMS

Resident Status

Resident status is defined as groups or organizations with at least 90% or more Fredon Township residents. Team rosters and or individual participant utility bills or photo ID may be required by the Fredon Township Recreation Commission for verification.

Youth Status

Youth status is defined as persons 19 years of age or under.

Non-Profit Status

To qualify as a Non-Profit user, the organization must be registered as a not for profit corporation with the State of New Jersey, or if not registered with the State, must have a constitution, bylaws or mission statement which clearly state the objectives of the organization are of a nonprofit, noncommercial nature. Visit www.irs.gov for additional information on Nonprofit Status. The organization must be comprised of volunteers, 90% of which must be Kittatinny sending district residents. The organization must submit the following:

- If incorporated, submit State Incorporation papers and bylaws. If not incorporated, submit constitution and bylaws or mission statement.
- Current financial statement.
- Roster of Officers
- List of persons authorized to make reservations for your organization.

ATHLETIC FIELDS/FACILITIES

Lodestar Park and Fredon Township Civic Center in Fredon Township have athletic fields, kitchens, rest rooms, and gymnasium space available for use. Due to the limited facilities available, Fredon Township Recreation Commission has established a priority system to determine how facility use will be allocated. Allocation will follow the terms set forth in this Fredon Facilities Use and Allocation Policy as sustainability allows. The Township Recreation Commission has exclusive discretion in decisions on scheduling of Lodestar Park & Civic Center and such decisions shall be final.

Submission of a facilities use form for use of Lodestar Park or Fredon Civic Center does not constitute approval. Approval is given according to the allocation policy, after fees are paid and proof of insurance is submitted and when a permit is issued. Every effort will be made to accommodate user group's use of fields and gymnasium. Priority of fields and gyms will be given to traditional primary season sports and by priority grouping.

Permit Procedures

Requests to permit the use of Lodestar Park and Fredon Civic Center in Fredon Township are made through the Township of Fredon Recreation Commission located at 443 Route 94, Fredon, NJ. 973-383-7025. Applications are available at the Town Hall or on Township website www.fredonnj.gov. The Township Recreation Commission has exclusive discretion in decisions on scheduling of facilities and such decisions shall be final. The Township of Fredon will not issue permits for Lodestar Park on Fredon Day or other days that conflict with Township sponsored events.

Game and practice schedules are required with submission and will be used by Township staff to insure facilities are being used as allocated. If the facilities and fields are not used as requested, permits may be rescinded. Groups or organizations not using fields/facilities, as stated on the permit, may lose their deposit, permit and/or priority allocation consideration for future requests. Please see "Three Strikes Rule".

Liability Insurance Requirements

The FACILITY USER shall secure and maintain throughout the period of use contemplated under this agreement, general liability insurance with policy limits of not less than \$1,000,000 per occurrence. The Township of Fredon, its elected and appointed officials, officers, agents and employees shall be named as additional insured's by endorsement. Such policy or policies of insurance shall further provide that said policies of FACILITY USER shall be primary over any insurance held by TOWNSHIP OF FREDON that may be applicable.

The types and limits of insurance may be changed from time to time as determined by the Township of Fredon. FACILITY USER agrees to hold the Township of Fredon harmless and free from any liability of any nature arising out of the use of Township of Fredon recreational facilities, to include reimbursement of any legal costs and fees incurred in defense of such claims.

Fee Payment

Payment in advance of use is required. Cash, check, or money order may be used for payment and submitted at least 10 working days prior to the requested date. A maintenance fee may be required by the Township of Fredon to assist in the maintenance and/or repair of Township athletic fields.

Deposit

A deposit may be required on multiple use date permit reservations and competitive and/or league group rentals. A deposit may be required by permit or for each field. The deposit will be refunded if the group abides by all facilities use rules and Regulations and pertinent Township codes. Additional fees will be applicable for unauthorized or extended facilities use beyond times listed on the permit and may result in the retention of a portion or all of the deposit; and /or result in the cancellation of current use, or prohibition of future use.

Permit Cancellation

Permits may be canceled and/or rescheduled. Permits canceled by the Township or due to inclement weather may be rescheduled as availability allows or may be refunded in full. Permits canceled by the user at least 10 working days prior to the event will be refunded in full. No refunds will be issued if permitted use is canceled with fewer than 10 days notice. User groups with fee waivers may be billed for facilities that they have reserved and have not used.

Notice of Non-Use of Field or Gymnasium

The Township of Fredon may cancel use of the facilities for any of the following:

- Township of Fredon begins work involving any of the facilities.
- When the health and safety of participants are threatened due to impending conditions, including but not limited to, heavy rains, pesticide spraying, and snow.
- Non-adherence to Facilities use regulations or Township ordinances.
- Notice of Field or Gymnasium Exchange

Any organization that has been allocated space and does not intend to use it according to the permit issued shall notify the Recreation Commission so that the facilities may be reallocated or otherwise used. Nonuse of facilities without adequate notice may also result in revocation of the allocated field. Please see "Three Strikes Rule".

ALLOCATION PROCEDURES

Allocation of facilities will follow this Facilities use policy. Facilities will be allocated by priority use. Facilities will be allocated to teams/organizations based on the percentage of verifiable total Fredon Township residents participating on that team/organization in relation to all teams in that priority group. Facilities will be allocated without regard to competitive level of skill.

Tournaments and special events may be hosted by the Township of Fredon resident youth organizations throughout the year. The Township reserves the right to reassign facilities to accommodate the needs for these tournaments and/or special events. All organizations hosting tournaments must meet with the Recreation Commission at least 30 days prior to the tournament date to complete a Tournament Orientation Form attached

After all requirements for application are met, a formal permit will be issued authorizing use of Township of Fredon facilities. Submission of facility request does not constitute approval. A copy of the permit must be available at each site approved for use for inspection by Fredon Township staff.

Facilities Rules and Regulations

Applicants are required to abide by the specific rules of the application as well as other Municipal codes. Failure to comply may result in a strike, retention of a group's deposit, and /or cancellation of any current or future permits. See section on General Rules and Regulations and Site Rules attached. These rules are subject to modification. All groups should provide a copy of these rules to all teams, coaches, or groups using the facility.

SITE SPECIFIC FIELD USE

Some sites have restricted use due to the location of the athletic field, limited parking and/or other conditions. Additional site-specific measures or requirements may be added to reduce concerns. Check your permit for specific times you may access the fields and the number of fields allocated for your use.

No adult field use will be permitted at the Lodestar Park Little League field. Adult use is allowed at remaining Lodestar fields and Civic Center Gymnasium.

FIELD CLOSURES

The purpose of this policy is to guide the use of Township athletic fields, to prevent damage to the playing surface and injuries to field users brought upon by inclement weather or unsafe playing conditions. An effective field maintenance program is essential for safe, quality conscious fields and sport complexes. User groups are asked to help us by accepting and adhering to these rules. Groups who use Township athletic fields and facilities are expected to assist in protecting their participants and fields during period of rain or inclement weather. It only takes one practice or game to destroy a field that is not ready for play.

Township of Fredon reserves the right to cancel or suspend outdoor facility or field use permits for games, practices and other uses whenever field conditions could result in damage to the fields or injury to players. Permits may also be cancelled when the health and safety of participants are threatened due to impending conditions, including but not limited to heavy rains, pesticide application, and/or when Fredon Township cancels uses of fields.

Once the fields have been evaluated and the playability status has been determined, staff shall update the Field condition line accordingly, within the specified time frames. If fields are closed staff shall state the specific reason for the closure. It is the user group's responsibility to call the Township of Fredon field condition line 973-383-7025 after 2:30 p.m. Monday-Friday or after 7:30 a.m. Saturday and Sunday to verify field availability. Groups cannot play on fields that have been closed. If use does take place when the fields have been closed, the Township may bill the user group for damage to the fields and/or revoke permits. Violations will constitute a strike against the organization and/or may result in cancellation of your permit. Please see "Three Strike Rule".

The Town requests that individuals and groups refrain or limit their use of heavy traffic areas during practices, regardless of weather, to assist in providing the best field conditions possible, i.e., goal areas, pitching areas, etc. Township of Fredon Recreation Commission and/or designated township employees, shall have the authority to close any or all athletic fields whenever weather or field conditions dictate.

CONCESSION STAND

All organizations using facilities or hosting an event utilizing a concession stand must receive Recreation Commission approval and it must be noted on the use permit.

TRAFFIC AND PARKING

User groups must inform their participants and spectators to park in facility parking lots and public parking areas. If needed, user groups should post directional signs to assist participants and spectators to appropriate parking areas. When traffic and/or parking are an issue or during postseason play, the user group or organization must provide volunteers to direct participants and spectators to designated parking areas. It is the user's responsibility to alleviate traffic and parking issues. No vehicles are allowed on Township fields or property, other than parking lots, without written permission noted on the Use Permit issued by the Fredon Recreation Commission.

MAINTENANCE ISSUES

Rest and Renovation

An annual rest and renovation program is scheduled at all sites to maintain field sustainability. The Recreation Commission does attempt to be flexible in accommodating user groups but, ultimately, the health and safety of the user and the condition and playability of the fields takes priority. This may require the closure of fields or facilities, denial of use of a field, and/or alternate sites for athletic use.

Field and Facility Closures

Fields and facilities may be closed at the discretion of the Recreation Commission and/or DPW or their designated representatives. Closures are kept to a minimum when fields and facilities remain in playable condition. Priority is given to maintenance needs, rest and renovation periods and sustainability for all fields.

Athletic Field Lining/Marking

Lining of Township fields is prohibited without an approved field use permit. Any user failing to comply with established guidelines and notification requests are subject to pay for all damages occurring to the facility and the termination of field use permit. Please see "Three Strikes Rule"

Starting & Ending Use Times

Township fields located in Lodestar Park are open from sunrise until sunset daily. Use begins and ends at the times stated on the permit including setup and clean up. Groups are not allowed on fields prior to the start time on the permit and are required to have the fields clean, picked up and be off the fields at the ending time indicated on the permit. Field preparation and participant warm up is allowed within the parameters of field use hours.

Additional fees will be charged for unauthorized or extended use beyond times listed on the permit. Check your permit for specific times you may access the facilities.

Facility Modifications

Requests to modify or improve any Township field or facility shall be submitted with conceptual drawings to the Township of Fredon Recreation Commission. Other necessary building permits will be the responsibility of the sponsoring group.

No temporary or permanent structures or equipment shall be erected on Township of Fredon facility unless approved by the Recreation Commission. In order for a project to be approved, it must be available for community use. Submission of a request to modify or improve a site does not constitute approval. Authorization will be provided in the form of a written document and will outline the scope of the project as approved.

THREE STRIKES RULE

The purpose of this policy is to implement a systematic method of enforcing the Municipal Code and Facilities Use and Allocation Policy.

POLICY

Township reserves the right to cancel or suspend field and facility permits for games, practices, and other usages based upon user groups violating the Township Code or the established Athletic Field Use and Allocation Policy.

STRIKE ONE

Strike one consists of documented activity in direct violation of the Townships Facilities Use and Allocation Policy. Penalty A letter will be written to the user group's president, applicant, and/or, group representative, documenting the violation. The letter will be placed in the group's file. This may be appealed to the Township of Fredon Recreation Commission.

STRIKE TWO

Strike two occurs after a second documented violation within one year from first strike. The group will be informed by letter that a Facilities monitor may be assigned to their permitted activity at the respective park where the violation occurred. The permitted group will be billed for the assigned hours of the Facilities monitor at the appropriate rate per hour. The Facilities monitor will act as a staff person on duty to monitor activity at the site and to report further violations to the Township. This may be appealed to the Township of Fredon Recreation Commission.

STRIKE THREE

The third documented violation within a one year (365 days) time frame from the first violation. Penalty Permits will be revoked for the remainder of the year and possible loss of future allocation. This may be appealed to the Township of Fredon Recreation Commission whose decision is final.

STRIKE RESOLUTION

If the violations above result in any damage to any facilities, Township staff will contact the organization's Representative to discuss the incident or violation. The organization's Field Representative and/or President, will work with Township staff to make corrections to the conditions specified in the notice within seven (7) days after receipt of written notice to the organization's Representative and President from the Town of any breach. Youth group organization shall begin corrective action within seven (7) days and should be completed in no

more than fourteen (14) days. If the organization fails to correct the breach within the period outlined above, then a strike will be issued.

Strike Issued

If no action is taken by the organization to resolve the issue, the Township may resolve the issue and charge the organization for any manpower and /or equipment used to resolve the issue. In this case, a strike will be issued. Expenses incurred by the Township must be paid in full by the group to complete the resolution process. Any strikes may be appealed to the Township of Fredon Recreation Commission, whose decision is final.

FAILURE TO COMPLY

After three strikes are issued, the Township may terminate the AGREEMENT upon giving ten (10) days written notice of termination. The organization may still be eligible to use fields, or use facilities, but may be required to pay a damage deposit. The third strike may be appealed to the Township of Fredon Recreation Commission whose decision is final.

Township of Fredon Recreation Commission STRIKE RESOLUTION FORM

This form documents actions by users to resolve an incident or violation of the Fredon Township Facilities Use and Allocation Policy.

Any group shall have a reasonable time to correct the default as long as corrective action begins within seven (7) days and is completed in no more that fourteen (14) days. All strikes may be appealed to the Recreation Commission.

Group Name:

Date of initial communication/notification of the rule violation/incident:

Township staff person (Name) discussed the
rule violation/incident with (Name) acting as group's representative.

A written letter defining the violation/incident and proposed resolution was sent to both the group's Representative and President on (date) .

Attach copy of confirming email, correspondence and all subsequent documentation to this form.

Name of Field Rep

Day Phone E-Mail Address

Name of President

Day Phone E-Mail Address

Problem Description

RESOLUTION

Describe the resolution and list party that is responsible for each action. Identify a timeline for when each party will complete their commitment to the resolution. The organization shall have a reasonable time to correct the default as long as corrective action begins within seven (7) days and is completed in no more that fourteen (14) days. **If no action is taken by the organization to resolve the issue(s) as described in this section a strike may be issued.**

Resolution Completed on: or Strike Issued on:

Authorized by: Date: Recreation Commissioner

TEMPORARY, PORTABLE LIGHTING POLICY

Use Requirements

If the Recreation Commission approves the request for use of temporary lights, a statement or rider from the organization's insurance carrier is required indicating that claims for liability or negligence involving use of temporary lights are covered. Such evidence is required **PRIOR** to the onset of use. Light units must always be on an approved surface and after use be secured & locked in the approved location.

Portable lights must be removed from the permitted sites no later than 7 days after permit expiration. All portable lights must meet safety standards. Failure to comply with any of the above use requirements by user groups will result in loss of permit for temporary portable light use and a strike issued.

Procedures

A request for the use of temporary, portable lights must be submitted in writing to the Fredon Township Recreation Commission. Include the specific site and field, noting the location of lights on the field and how and where your organization will store the lights when not in use. The Recreation Commission will review all requests for the use of temporary, portable lights no later than 30 days prior to event.

The requesting organization must provide Fredon Township Recreation Commission with a fact sheet giving details of the temporary light use dates and times of use. Groups may request temporary use of portable lights for use in a Township park sports fields beyond normal daylight hours. The request must be for a special need and must be made each year. The Township reserves the right to provide and/or use temporary lights on Township property, and properties assigned to its use by agreement, at times and on days as deemed necessary.

Township of Fredon Recreation Commission
TEMPORARY PORTABLE LIGHT REQUEST FORM and CHECKLIST
(Please type or print)

Organization _____

Applicant's Name _____

Daytime Phone _____ E-Mail Address _____

Proposed Site Location _____ Field _____ # of Light Units _____

Lights will be used from _____ and removed by _____
(date) (date)
from _____ to _____ p.m.
(start time) (end time)

Reason for Light Request _____

Upon completion of the information above, staff will begin the review process. This process may take up to 2 months. The Checklist below contains the necessary requirements needed to complete the approval process.

CHECKLIST

____ Request to Recreation Division Received by _____ Date _____
(Fredon Township Recreation Commission)

____ Recreation Division Review Reviewed by _____ Date _____ Approval/Denial _____ (Fredon Township Recreation Commission)

Final Approval by _____ Date _____ Permit # _____
(Fredon Township Recreation Commission)

Fredon Township Facilities Use General Rules and Regulations

Please provide a copy of these rules to all teams, coaches, or groups using the facility. These rules include, but are not limited to:

Groups consisting of ten or more individuals wishing to use a facility, must acquire a permit with the Township of Fredon Recreation Commission. Facilities Use Permit must be available during use and presented to any Township of Fredon representative upon request. The Recreation Commission has exclusive discretion in decisions on scheduling of Township fields and such decision shall be final.

It is the responsibility of the organization president and the individual identified as the person in charge of the permit to enforce the rules and regulations regarding the conduct of the group while on permitted facilities, as well as make sure coaches receive and understand that permits must be on site during field use.

Use begins and ends at the times stated on the permit, including setup and clean up. Groups are not allowed in/or on fields prior to the start time on the permit and are required to have the fields clean, picked up and be off the fields at the ending time indicated on the permit. Additional fees will be charge for unauthorized or extended field use beyond times listed on the permit. Check your permit for specific times you may access the fields.

No subleasing of the fields and gym is allowed under any circumstance. Subleasing of fields may result in revocation of all permits.

Parking is allowed only in designated areas. No vehicles are allowed on Township fields or property, other than parking lots, without written permission noted on the permit issued by the Township. User groups must inform their participants and spectators to park in facility parking lots and public parking areas. It is the user's responsibility to alleviate traffic and parking issues.

Alcoholic beverages are not allowed in Township parks, fields, gym, or adjacent areas.

Selling food or other items is not allowed without Recreation Commission approval and must be noted on the application.

Amplified sound is not allowed on any field without Recreation Commission approval and must be noted on the permit.

Banners may not be posted without Recreation Commission approval and noted on your permit.

Balls and any other equipment thrown, batted, kicked or otherwise land on private property must not be retrieved without the property owner's permission. Do not climb walls or enter gates to gain access onto private property.

Property boundary walls and fences are not to be used as backstops at any time. At the conclusions of games or practice, each user group is responsible for picking up trash and debris and depositing it in to the proper trash bins. Adjoining areas must be clear of all trash.

Please leave park areas immediately after games and practices, safely and quietly, especially after late games. For the benefit of our community, please practice being good neighbors in residential neighborhoods.

Groups may not play on fields closed due to wet field conditions. It is the responsibility of groups to access field closure information by phoning the Township of Fredon Recreation Commission 973-383-7025, ext. 8, after 2:30 p.m. Monday – Friday and after 7:30 p.m. Saturday & Sunday.

No Alcoholic beverages, gambling or flammable material. No narcotics or drugs allowed on Township of Fredon property. Smoking is allowed in the designated areas only. Fireworks displays are allowed by permit only.

Fredon Township
Site Regulations and Information

All Facilities

1. Use of profanity, fighting, harassment could result in suspension of privileges for the day, year, or indefinitely.
2. Please notify the recreation commission or facilities coordinator of any cancellation, as there may be other groups waiting to use the facility, and staffing arrangements need to be made.
3. Fredon Township shall not be liable for lost, stolen or damaged property.
4. Teams are responsible for the cost of any damages resulting from disorderly conduct or misuse of equipment or the facility.
5. No alcohol or drugs are permitted in the facility or park. Tobacco products are only permitted in the facility or park in designated areas.
6. If the fields or buildings are closed for inclement weather or other emergency, there will be an announcement on the recreation information number 973-383-7025 ext. 8.
7. All trash must be placed in trash receptacles. Please dispose of refuse properly

Civic Center

1. Street shoes or athletic shoes that mark the floors are not permitted on the gymnasium courts. Metal cleats are not permitted in the building.
2. No food, gum, or drinks, other than non-breakable water bottles, are permitted in the gym.
3. A group which has permission to use the civic center will make sure that the area is always actively supervised by capable adults; children need to be supervised at all times.
4. Although civic center personnel are responsible for cleaning and securing the building, groups are requested to cooperate by returning the area to its original arrangement, picking up all litter from the activity, turning out all lights, shutting all doors, and leaving promptly as expected.
5. Groups using the kitchen are responsible for completely cleaning the kitchen area. Civic center personnel are not responsible for cleaning the kitchen.
6. The kitchen phone is for emergency use only.
7. No one is permitted to use the door for the mechanical room located upstairs. Groups are responsible for ensuring this door is not used.
8. The civic center closes promptly at 9:00 PM unless previously approved.

Lodestar Park

1. A flag/sign system will be used to indicate whether fields are playable or not. Red indicate field is closed, green indicates field is open.
2. Groups using the kitchen are responsible for completely cleaning the kitchen area. Rest rooms should be checked periodically and broom swept after use.
3. Pets must be on leash and owner must clean up any litter.
4. Driving on grass is prohibited.
5. Park hours are Sunrise to Sunset.
6. Abide by any and all Park Regulations as set forth in Chapter 3-11 of the Revised General Ordinances of the Township of Fredon.

Schedule of Fees:

Lodestar Park:

Fields:

- Residents - \$25 for four hours; \$5 each additional hour
- Non-profit groups – No charge (freewill donations accepted)
- For profit groups - \$50 for four hours; \$10 each additional hour
- Non-residents - \$50 for four hours; \$150 refundable deposit

Kitchen & Pavilion:

- Non-profit groups – No charge (freewill donations accepted)
- For profit groups - \$100 per day (5 hours); \$20 each additional
- Residents - \$75.00 per day (five hours); \$15 each additional hour
- Non-residents - \$150.00 per day (five hours)

Gymnasium 3 Hour Minimum will be charged:

- Fredon Township Non-profit groups – \$25 per hour
- Non-profit groups (outside municipality) - \$75 per hour
- For profit groups – \$125 per hour
- Residents – \$75 per hour

Fees for Civic Center Use:

1. The hourly rate for use of the Civic Center for Non-Recreation League sports activities shall be \$25.00
2. The fee for use of the Civic Center for all Non-Recreation League sports activities other than men's basketball and adult volleyball shall be calculated by multiplying the hourly rate by the total number of hours the group anticipates using the Center, which shall produce the gross cost of facility use. The gross cost shall be multiplied by the percentage of the group that is not residents of Fredon, which result shall be the fee to be charged to the group.
3. The fees for the men's basketball league and adult volleyball sponsored by the Recreation Commission shall be \$5.00 per session for each non-resident of Fredon.
4. For non-Recreation League activities, use of the Civic Center shall be charged at the following hourly rates, with a minimum charge of three hours per event:
 - i. Fredon nonprofit groups: \$50 per hour
 - ii. Nonprofit groups that are not Fredon based; \$75 per hour
 - iii. For-profit groups: \$125 per hour
 - iv. Fredon residents: \$75 per hour
5. The fee for use of the Civic Center shall be paid one week prior to the commencement of the period requested based on scheduled time, not actual time used. If the Civic Center is closed by the Township for any reason thereby canceling a paid event, a credit will be issued to the user for future use. There will be no refunds for time scheduled but not used.

Application for the Use of Fredon Township Recreation Facilities

DATE: _____

Name of Organization: _____

Address: _____

Type of Organization: _____
(Fraternal, Social, Educational, etc.)

Name of Person Responsible for this Use: _____

Telephone Number: _____ E-Mail Address: _____

Facility Desired For: _____
(Type of Activity)

Estimated No. of People Involved:

Estimated No. of Fredon Residents Involved: _____

Date(s) Requested for Use _____ Time: _____ to _____

Request Use Of:

() Football/Soccer Field () Little League Field () Softball Field () Volleyball
() Small soccer field () Pavilion () Gym () Gym kitchen

Signature/Title

Date

Liability Insurance Requirements:

The FACILITY USER shall secure and maintain throughout the period of use contemplated under this agreement, general liability insurance with policy limits of not less than \$1,000,000 per occurrence. The Township of Fredon, its elected and appointed officials, officers, agents and employees shall be named as additional insured's. Such policy or policies of insurance shall further provide that said policies of FACILITY USER shall be primary over any insurance held by TOWNSHIP OF FREDON that may be applicable. FACILITY USER shall provide a Certificate of Insurance that includes date(s) and use.

The types and limits of insurance may be changed from time to time as determined by the Township of Fredon. FACILITY USER agrees to hold the Township of Fredon harmless and free from any liability of any nature arising out of the use of Township of Fredon recreational facilities, to include reimbursement of any legal costs and fees incurred in defense of such claims.

PLEASE ATTACH A COPY OF YOUR CERTIFICATE OF INSURANCE

**ALL USE IS SUBJECT TO RECREATION COMMISSION APPROVAL PRIOR TO
EVENT & CONDITIONS AS PER ATTACHED RIDER**

HOLD HARMLESS AGREEMENT:

THE UNDERSIGNED has read the rules and regulations of the Fredon Recreation Commission pertaining to the use of Fredon Township Lodestar Park Facilities, and agrees to abide by them. Undersigned further assumes all risks incident to its operation on said grounds and facilities and agrees not to sue the Fredon Township Recreation Commission or the Township of Fredon for any injury to person or property occurring during the use of the lands and premises of the Fredon Recreation Commission of the Township of Fredon. The undersigned further agrees to indemnify the Fredon Recreation Commission and the Township of Fredon and save it harmless from any and all claim or claims brought against it by or on behalf of any person, firm or corporation based upon any act or omission or any alleged negligence of the undersigned. This Agreement is made in consideration of the issuance of a permit to the undersigned permitting its requested operations by the undersigned on lands and premises of the Fredon Recreation Commission, subject to all rules and regulations pertaining thereto. The applicant understands that the Township of Fredon assumes no responsibility for injury or damage to persons or property related to any activities to be conducted at the Fredon Township Lodestar Park and Recreational Facilities. The applicant is aware that the Township of Fredon's insurance does not apply to groups and their members using recreational facilities, as evidenced by the signature that appears on the attached application for the use of Fredon Township's Lodestar Park and Recreational Facilities.

At the conclusion of each activity for which permission to use park and recreational facilities has been granted to this applicant, it shall notify the Fredon Township Recreation Commissioner, in writing, of any repairs to any facilities that are required.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, _____.

(Legal Signature)

ANY GROUP WHOSE MEMBERS FAIL TO FOLLOW THE RULES AND REGULATIONS SET FORTH IN THE FACILITIES USE PACKET MAY HAVE ITS PRIVILEGE OF USING FREDON TOWNSHIP BUILDINGS AND GROUNDS REVOKED AT ANY TIME THROUGH WRITTEN NOTICE BY THE RECREATION COMMISSION. REINSTATEMENT OF THIS PRIVILEGE SHALL REQUIRE RE-APPLICATION AND RE-APPROVAL BY THE COMMISSION. MY SIGNATURE ABOVE ACKNOWLEDGES I HAVE RECEIVED AND REVIEWED THE FACILITIES USE PACKET.

ACTION TAKEN BY RECREATION COMMISSION:

() Approved () Denied

Recreation Commission Chairperson

Date

Permit #

Addendum to Recreation Facility Use Form

THE UNDERSIGNED, In addition to all other requirements of the facility use form, agrees that all guests shall follow the guidelines issued by our Governor, Health systems, local government officials, the Centers for Disease Control and Prevention (CDC), the Occupational Safety and Health Administrrating(OSHA) and the Department of Education. Failure to follow any of the mandates will result in loss of use of the facilities.

Name of Organization: _____

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, _____

(Legal Signature)

(Printed Name)

MEMO

The entity that completes the facility use form (Kittatinny Midget Football/Cheer) as an example is responsible for making sure that each and every participant in their organization has signed a waiver that releases The Township of Fredon. Each and Every means the participants, coaches, or any volunteers of the organization. If the Rec program is running the activity, then each participant(parent) , coach, volunteer will have to execute one of the waivers.

**2021-2022 PANDEMIC ILLNESS ACKNOWLEDGMENT AND WAIVER OF
LIABILITY**

**NOTICE AND INSTRUCTIONS FOR COMPLETING THE TOWNSHIP OF FREDON
DEPARTMENT OF RECREATION'S ACKNOWLEDGMENT AND AGREEMENT FOR
ASSUMPTION OF ALL RISKS, AND WAIVING AND RELEASING ALL CLAIMS FOR
PERSONAL INJURIES AND PROPERTY DAMAGES DUE FROM THE ACCIDENTAL
EXPOSURE TO SARS-CoV-2, COVID-19, MIS-C & OTHER PANDEMIC ILLNESSES.**

CAREFULLY READ THIS DOCUMENT AND THE ATTACHED ACKNOWLEDGEMENT AND AGREEMENT FOR ASSUMPTION OF ALL RISKS, AND WAIVING AND RELEASING ALL CLAIMS FOR PERSONAL INJURIES AND PROPERTY DAMAGES DUE FROM AN ACCIDENTAL EXPOSURE TO SARS-CoV-2, COVID-19, MIS-C & OTHER PANDEMIC ILLNESSES AT A TOWNSHIP OF FREDON RECREATION PROGRAM OR EVENT ("WAIVER").

THE ATTACHED WAIVER AFFECTS IMPORTANT LEGAL RIGHTS YOU, YOUR CHILD(REN) AND/OR YOUR OTHER FAMILY MEMBER(S) AND/OR DEPENDENT(S) MAY HAVE IN THE EVENT YOU, YOUR CHILD(REN), AND/OR OTHER FAMILY MEMBER(S)/DEPENDENT(S) BECOME EXPOSED TO, INFECTED WITH, OR SUSTAIN BODILY INJURIES AND/OR PROPERTY DAMAGE FROM HIGHLY CONTAGIOUS VIRUS(ES) AND DISEASES.

I. Background and Purpose

The TOWNSHIP OF FREDON and the TOWNSHIP OF FREDON Department of Recreation (hereinafter jointly and separately referred to in the attached WAIVER as the "TOWNSHIP OF FREDON") sponsor(s) and offer(s) to the public the option of participating in or attending a variety of indoor and outdoor physical, social and educational programs and activities, including competitive and non-competitive sports and sporting events, organized leagues, day camps, games, and instructional/training programs and camps (collectively referred to hereinafter and in the attached WAIVER as the "RECREATION PROGRAM(S)"). These RECREATION PROGRAM(S) are held on TOWNSHIP OF FREDON property and other public and semi-public places that are accessible to large numbers of people on a daily basis.

Due to the ongoing COVID-19 pandemic, and until further notice, any adult age 18 or older wishing to enroll themselves, their child(ren) or any other dependent(s) family members into a TOWNSHIP OF FREDON RECREATION PROGRAM, or seeking to otherwise voluntarily participate in a TOWNSHIP OF FREDON RECREATION PROGRAM as a coach, counselor, instructor, referee, official, or volunteer, is required to complete, sign and return this WAIVER TO: INSERT NAME/CONTACT INFO FOR PROGRAM REPRESENTATIVE ACCEPTING

ENROLLMENT FORMS] by no later than 2021, or the enrollment deadline set for the specific RECREATION PROGRAM in which participation/access is sought.

Enrollment and participation in any TOWNSHIP OF FREDON RECREATION PROGRAM(S) and permission to access any TOWNSHIP OF FREDON facilities/property and equipment to participate in or use at a RECREATION PROGRAM is expressly conditional on properly completing, signing, and returning this WAIVER in a timely manner.

Access to and participation in any TOWNSHIP OF FREDON RECREATION PROGRAM(S) and/or TOWNSHIP OF FREDON facilities, property and equipment used in a RECREATION PROGRAM may be denied or revoked at any time for failure to properly complete, sign and return this WAIVER.

II. Acknowledgment of Agreement

ACKNOWLEDGEMENT AND AGREEMENT FOR ASSUMPTION OF ALL RISKS, AND WAIVING AND RELEASING ALL CLAIMS FOR PERSONAL INJURIES AND PROPERTY DAMAGES DUE FROM AN ACCIDENTAL EXPOSURE TO SARS-CoV-2, COVID-19, MIS-C & OTHER PANDEMIC ILLNESSES AT A TOWNSHIP OF FREDON RECREATION PROGRAM OR EVENT

I/WE, _____ (hereinafter "I/WE), acknowledge and represent that I/WE am/are the parent(s)/legal guardian(s) of:

(hereinafter referred to as the "PROGRAM PARTICIPANT(S)")

By signing this WAIVER and initialing each page, I/WE acknowledge and agree that I/WE have been provided with, read and fully understand: (i) the Center for Disease Control's ("CDC") and the New Jersey Department of Health's ("NJDOH") information and guidelines for preventing/protecting against, and recognizing the signs and symptoms of, infection for SARS-CoV-2 (the virus that causes COVID-19) and the related illnesses and medical conditions called COVID-19 and Multisystem Inflammatory Syndrome in Children ("MIS-C")(collectively the "PANDEMIC ILLNESSES"); and the TOWNSHIP OF FREDON DEPARTMENT OF RECREATION'S "COVID-19 Operational Plan" for 2020/2021/2022.

I/WE further acknowledge, understand and agree that:

1. The CDC and NJDOH have determined that the PANDEMIC ILLNESSES are highly contagious viruses, diseases and medical conditions.
2. Exposure to or infection from these PANDEMIC ILLNESSES may cause serious permanent bodily injury, including respiratory failure, cardiac arrest, and death in healthy persons of all ages.

3. These PANDEMIC ILLNESSES are new. The standards and recommendations on how to prevent and protect against the risk of exposure to infection and the spread of these PANDEMIC ILLNESSES continues to change as more data becomes available.
4. These PANDEMIC ILLNESSES presently exist and remain prevalent throughout all areas of the State of New Jersey and continue to infect persons and spread throughout all counties and local communities, including the residents of the TOWNSHIP OF FREDON.
5. These PANDEMIC ILLNESSES have a high probability of spreading to person(s) who are either in direct contact with, or in close proximity to (within about 6 feet or 2 meters) an infected person.
6. The CDC and NJDOH believe these PANDEMIC ILLNESSES are most likely to spread from person to person by droplets produced into the air when an infected person coughs, sneezes, talks or otherwise moves air out through their nose and mouth; and from touching/contacting surfaces on which droplets containing the virus exist.
7. There is no known vaccination(s), immunization(s) or cure for these PANDEMIC ILLNESSES.
8. The CDC and the NJDOH maintain that the best way to prevent and protect against infection and/or spread of these PANDEMIC ILLNESSES is to self-quarantine and to avoid contact with other individuals, large gatherings and spending time in public places and buildings.
9. TOWNSHIP OF FREDON and the TOWNSHIP OF FREDON DEPARTMENT OF RECREATION (“TOWNSHIP OF FREDON”) sponsor(s) and offer(s) to the public the option of participating in or attending a variety of indoor and outdoor physical, social and educational programs and activities, including competitive and non-competitive sports and sporting events, organized leagues, day camps, games, and instructional/training programs and camps (“RECREATION PROGRAM(S)”) which are essential to the social, physical, educational and character development and the mental and physical health of the public.
10. Attending or participating in any TOWNSHIP OF FREDON RECREATION PROGRAM poses an inherent risk of infection and a heightened risk of injury from and exposure to these PANDEMIC ILLNESSES regardless of the measures taken by the TOWNSHIP OF FREDON: (i) to avoid close contact with other persons, including infected persons; (ii) to disinfect TOWNSHIP OF FREDON facilities, equipment and public property; and (iii) to discover, contact trace, and quarantine infected persons and/or persons exhibiting signs and symptoms of infection of these PANDEMIC ILLNESSES.
11. Attending and/or participating in a TOWNSHIP OF FREDON RECREATION PROGRAM may also increase the risk of exposure to these PANDEMIC ILLNESSES and the further spreading of these PANDEMIC ILLNESSES to other family members, PROGRAM PARTICIPANTS, and third persons.

By signing this WAIVER, I/WE do further acknowledge the contagious nature of these PANDEMIC ILLNESSES, and that an inherent and heightened risk of danger to infection and

exposure to these PANDEMIC ILLNESSES exists for all PROGRAM PARTICIPANTS, persons and other participants attending any TOWNSHIP OF FREDON RECREATION PROGRAM at this time. I/WE acknowledge and agree to voluntarily assume all risks that I/WE, the PROGRAM PARTICIPANT(S), and our other family member(s) may be exposed to or infected by these PANDEMIC ILLNESSES by attending or participating in any TOWNSHIP OF FREDON RECREATION PROGRAM; and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I/WE understand that the risk of becoming exposed to or infected by these PANDEMIC ILLNESSES at a TOWNSHIP OF FREDON RECREATION PROGRAM may result from the actions, omissions or negligence of myself and others, including, but not limited to the TOWNSHIP OF FREDON'S officials, officers, employees, and volunteers; and other participants/attendees of the RECREATION PROGRAM and their families.

I/WE, on behalf of ourselves, the PROGRAM PARTICIPANT(S) and the other dependents of my/our household, I/WE voluntarily agree to assume all of the foregoing risks, and do accept sole and complete responsibility for any and all injuries, damage(s) and other losses to the PROGRAM PARTICIPANT(S), my/our other dependent(s), the other members of my/our family, and/or to myself/ourselves for attending or participating in a TOWNSHIP OF FREDON RECREATION PROGRAM, including for all bodily injuries, disabilities, permanent disabilities, deaths, illnesses, damages, losses, claims, demands, liabilities, medical treatment and expenses, attorneys fees, costs of suit and/or expenses of any kind that is incurred in connection with attending or participating in any TOWNSHIP OF FREDON RECREATION PROGRAM.

I/WE, on behalf of myself/ourselves, the PROGRAM PARTICIPANT(S), my/our other household members and/or dependents, HEREBY RELEASE, COVENANT NOT TO SUE, DISCHARGE, WAIVE AND HOLD HARMLESS THE TOWNSHIP OF FREDON, THE TOWNSHIP OF FREDON DEPARTMENT OF RECREATION, AND EACH OF THE TOWNSHIP OF FREDON'S OFFICIALS, OFFICERS, EMPLOYEES AGENTS, VOLUNTEERS AND REPRESENTATIVES FOR AND FROM ANY AND ALL CLAIMS, DAMAGES, DEMANDS, LOSSES, LIABILITIES, ACTIONS, COSTS AND EXPENSES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATING TO THE ACCIDENTAL AND/OR NEGLIGENT EXPOSURE TO THESE PANDEMIC ILLNESSES FROM ATTENDING OR PARTICIPATING IN ANY TOWNSHIP OF FREDON RECREATION PROGRAM(S).

I/WE UNDERSTAND AND AGREE THAT THIS WAIVER AND RELEASE INCLUDES ANY AND ALL CLAIMS BASED ON THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE TOWNSHIP OF FREDON, THE TOWNSHIP OF FREDON DEPARTMENT OF RECREATION AND THE TOWNSHIP OF FREDON'S OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS AND REPRESENTATIVES, REGARDLESS OF WHETHER INFECTION FROM THESE PANDEMIC ILLNESSES OCCUR BEFORE DURING OR AFTER PARTICIPATION AND/OR ATTENDANCE IN ANY TOWNSHIP OF FREDON RECREATION PROGRAM(S).

By signing this agreement, I/WE further acknowledge that I/WE have read and discussed with the PROGRAM PARTICIPANT(S) the provisions of this WAIVER and the dangers and risks associated with attending and/or participating in any of the TOWNSHIP OF FREDON'S RECREATION PROGRAM(S); the PROGRAM PARTICIPANT(S) fully understand(s) and appreciate(s) these dangers and risks; and the PROGRAM PARTICIPANT(S) voluntarily wishes to enroll in, participate and otherwise attend the TOWNSHIP OF FREDON'S RECREATION PROGRAM.

This WAIVER does not supersede, circumvent, or cancel TOWNSHIP OF FREDON Recreation Department's Main Participation Agreement or Rules and Regulations.

If any part of this WAIVER is found by a court of competent jurisdiction to be invalid, the remainder of this WAIVER release from liability shall nevertheless remain in full force and effect and the offending provision or provisions severed here from.

I/WE, have read and accept the terms and conditions of this, and acknowledge and agree that it shall, to the fullest extent allowed by law, be effective upon me, and my respective heirs, personal representatives, and estate.

If Participate is less than 18 years of age:

Signature of Parent(s)/Guardians

Date

If Participate is 18 years of age or older:

Signature of Parent(s)/Guardians

Date



Facility Use Applicant Acknowledgement of Receipt of Pandemic Illness Waivers

By signing below, I acknowledge that I, as Facility Use Applicant, am in receipt of signed
2021-2022 PANDEMIC ILLNESS ACKNOWLEDGMENT AND WAIVER OF LIABILITY

from all participants of

(activity)

Print Name _____

Signature _____ Date _____